

**CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA**

**INVITATION FOR BIDS  
IFB 10-3263**



**DIGITAL VIDEO SYSTEMS FOR  
POLICE PATROL CARS**

**DUE: December 23, 2009**

**3:00 P.M. ET**

**CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA  
INVITATION FOR BIDS 10-3263**

**SEALED BIDS** will be received in the Purchasing Division, 7<sup>th</sup> Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 3:00 pm ET, December 23, 2009 and promptly thereafter all bids that have been duly received will be publicly opened and read aloud for furnishing to said City:

**DIGITAL VIDEO SYSTEMS FOR POLICE PATROL CARS**

**SUBMIT:** One (1) Original and two (2) copies of the bid form must be received on or before 3:00 p.m. ET, December 23, 2009.

**ADDRESS TO:** City of Greenville  
City Hall, 7<sup>th</sup> Floor  
Purchasing Division  
Attention: David J. Novack

**MAILING ADDRESS:** P. O. Box 2207, Greenville, South Carolina 29602

**OFFICE ADDRESS:** 206 South Main Street, Greenville, South Carolina 29601

**OFFICE/FAX NUMBER:** (864) 467-5702 / (864) 467-4597

**E-MAIL:** [dnovack@greenvillesc.gov](mailto:dnovack@greenvillesc.gov)

**MARK ENVELOPE:** **IFB 10-3263 POLICE CAR VIDEO SYSTEMS**

**BIDS RECEIVED AFTER THE TIME AND DATE SET FOR RECEIPT OF BIDS SHALL BE RETURNED UNOPENED TO THE BIDDER. IT SHALL BE THE BIDDER'S RESPONSIBILITY TO ENSURE TIMELY RECEIPT BY THE CITY OF THEIR BID. TELEGRAPHIC, TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED.**

Submit your bid on the enclosed forms. Show bid number on envelope as instructed. The City of Greenville, South Carolina assumes no responsibility for unmarked or improperly marked envelopes.

Any offer submitted as a result of the solicitation shall be binding on the bidder for **SIXTY (60)** calendar days following the specified opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

By submission of a bid, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.

Bidders Qualification: Bidders must, upon request of the City, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The City reserves the right to make the final determination as to the bidder's ability to provide the products or services requested.

**This Invitation for Bids is being issued by the City of Greenville Purchasing Division. Direct all questions or requests for clarification of this IFB in writing to: David J. Novack, Fiscal Support Administrator, at the mailing address, fax number, or e-mail address shown above. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this bid. Failure to adhere to this policy may be grounds for rejection of bids.**

**THE DEADLINE FOR QUESTIONS IS: 4:00PM, ET, DECEMBER 21, 2009**

**BIDDERS ARE CAUTIONED that any statements made by City staff persons that materially change any portion of the bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to the bid document. Any revisions to this bid will be issued and distributed as an addendum.**

The City hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a bid in response to this notice and will not be discriminated against on the basis of race, color, national origin, disability, gender, or religion in any consideration leading to the award of a contract.

#### Protest of Solicitation or Award

Solicitation - Section V. A. of the City of Greenville Procurement Policy allows any prospective bidder, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Award - Section V. B. of the City of Greenville Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

### Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you can not agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified shall be subject to disclosure by the City.

### **Addenda and Additional Communications**

**All addenda, additional communications, responses to questions, etc. pertaining to this Request for Proposals will be posted on the City of Greenville website at:**

**<http://www.greenvillesc.gov/omb/BidsRFPs.aspx>**

**All bidders should consult this website for updates before submitting proposals.**

If the Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the BID, it shall immediately notify the City of such error in writing and request modification or clarification of the document. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the BID or it shall be deemed waived.

The right is reserved by the City of Greenville to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; and to award the contract according to the offer which best serves the interest of the City, or to not award the contract if the City determines that it is not in its best interest to do so.

The words "Contractor", "Vendor", "Bidder", "Offeror", are used interchangeably throughout this BID to define the companies submitting proposals, and replace terms such as person(s), firm(s), or corporation(s).

Dated at Greenville, South Carolina, this 11<sup>th</sup> day of December, 2009

BY: \_\_\_\_\_  
David J. Novack, Fiscal Support Administrator

Reviewed By: \_\_\_\_\_  
Captain Mike Gambrell, Greenville Police Department      Date

Reviewed By: \_\_\_\_\_  
Phillip Robey, OMB Director      Date

# **DIGITAL PATROL CAR VIDEO SYSTEM**

## **TABLE OF CONTENTS**

---

1.0.0	PURPOSE
2.0.0	SCOPE
3.0.0	VIDEO SYSTEM BID REQUIREMENTS
4.0.0	VIDEO SYSTEM SPECIFICATIONS
4.1.0	System Description
4.2.0	Compact Color CCD Camera
4.3.0	Video Compression and Recording – Removable Hard Drive
4.4.0	Controller
4.5.0	Rear View Mirror/Monitor
4.6.0	Wireless Transmitter/Receiver
4.7.0	Operating Instructions and Specifications Manual
4.8.0	Manufacturer's Quality Control and Testing
5.0.0	DIGITAL MEDIA MANAGEMENT SYSTEM
5.0.0	System Overview
5.1.0	Server System Hardware
5.2.0	Server System Software
5.3.0	Workstation Hardware
5.4.0	Workstation Software
5.5.0	Data Communications
6.0.0	WARRANTY
7.0.0	SIGNATURE

# **SPECIFICATION FOR PATROL CAR VIDEO SYSTEMS**

## **1.0.0 PURPOSE**

- 1.1.0 The purpose of this specification is to establish a minimum standard of quality for the City of Greenville's Law Enforcement Agency digital patrol car video system program.

## **2.0.0 SCOPE**

- 2.1.0 This specification covers a video system designed to provide an audio and video recording of traffic stops, pursuits, D.U.I. tests, etc. as specified within the requirements of this proposal. System must be comprehensive to include all items listed within this proposal.

## **3.0.0 VIDEO SYSTEM BID REQUIREMENTS**

- 3.1.0 Sample and Demonstration. Bidder may be required to furnish a complete sample unit for examination and testing on or before opening date and time. A sample unit of the exact configuration proposed by the vendor, must be provided within two weeks, upon request of the procuring agency.

- 3.2.0 Performance Testing and Product Evaluation. The digital patrol car video system may be field and laboratory tested to verify its acceptable level of performance and conformity to specifications. Emphasis will be placed on the video system's ability to maintain consistent recording quality, while subject to interference from the following sources:

- 3.2.1 High powered television stations.
- 3.2.2 Other radio frequency interference sources including UHF, VHF, and HF transmitters.
- 3.2.3 Automobile alternator, ignition and electrical systems.
- 3.2.4 Automobile air conditioner fan motor.
- 3.2.5 High voltage power lines, traffic signals, neon signs, etc.

This agency also reserves the right to have the digital video system examined by any other qualified agency, for acceptable design, construction, fabrication and assembly methods.

- 3.3.0 Patent Infringement. The Seller shall indemnify and save harmless the agency and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid therefore.

- 3.4.0      Format of Bid Response. The specifications include an area to indicate compliance. Bidder shall submit with his response, a copy of the specifications, indicating for each paragraph whether his system complies or not. For those paragraphs of the response marked "We do not comply", the bidder shall provide a full explanation of the area of noncompliance, and may propose an alternative response, at the option of the bidder. However, if the bidder's equipment exceeds any portion of this specification, he shall also note this and furnish full information. Bidder shall also state manufacturer and model number of the recorder, camera, monitor, and wireless microphone.
- 3.5.0      Failure to Comply. Bids not in compliance with the format of bid response, item 3.4.0, will be rejected.
- 3.6.0      Signature. All bids shall include a signature attesting to the accuracy of the response. This signature page is included at the end of the system specifications.
- 3.7.0      Production Units. The manufacturer must be in full commercial production of the proposed product – no "pre-production" products will be considered. The manufacturer must be able to provide references of departments with such systems.



		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
<b>4.0.0</b>	<b>DIGITAL VIDEO SYSTEM SPECIFICATIONS</b>		
<b>4.1.0</b>	<b>System Description</b>		
4.1.1	The Digital Patrol Car Surveillance System shall consist of a miniature camera, control center with digital video recorder (DVR) and hard drive, monitor, and wireless microphone to provide digital audio and video recording of traffic stops, pursuits, D.U.I. tests, etc.	_____	_____
4.1.2	The system shall use embedded Windows XP as its operating system.	_____	_____
4.1.3	Video authentication shall be provided by a timestamp embedded in the video. This timestamp information shall be recorded in a proprietary format that cannot be duplicated outside the vehicle to ensure any attempts to alter the video are detected. Proprietary software designed to detect and reveal alterations to video files shall be supplied.	_____	_____
4.1.4	The miniature camera shall be a CCD type, capable of operating in extreme weather conditions. Its small size shall not obstruct the driver's field of view.	_____	_____
4.1.5	The hard disc drive (HDD) shall be located in an enclosure that houses the system's controller and digital video recorder. This enclosure shall be capable of mounting in the patrol vehicle's center console. A key shall be required to insert or remove the HDD.	_____	_____
4.1.6	The DVR/Controller shall be capable of mounting in the patrol vehicle's center console, and give the officer the ability to review recorded segments. The system shall protect recorded segments to ensure they are not recorded over.	_____	_____
4.1.7	The system shall start recording automatically when the vehicle's emergency lights, siren or wireless transmitter are activated. Status of the lights, siren, transmitter, in-car mic and vehicle brakes and recording status shall be indicated on the video.	_____	_____
4.1.8	The system shall include a Crash Record Activation feature to automatically activate the recorder when the vehicle is involved in a collision. This activation shall include capturing the "look back" buffer memory to video-record the collision, should it be in view of the active camera.	_____	_____
4.1.9	The Crash Record Activation feature shall include two accelerometers mounted perpendicular to each other to detect impacts from all four sides of the vehicle.	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
4.1.10	The activation of the emergency lights, siren, wireless transmitter, and crash record sensor, as well as officers name, badge number, car number and individual officer user data, shall be stored as metadata that can be used as search criteria by a Kustom Signals video file database system.	_____	_____
4.1.11	The system shall support the wireless transfer of video files from the vehicle to the database product located in the agency's property/evidence room. The wireless client shall mount within the DVR	_____	_____
4.1.12	The system's HDD shall be removable to address any temporary service interruptions in the wireless network and to allow immediate access to critical events.	_____	_____
4.1.13	Software updates shall occur automatically whenever a HDD with new software is inserted into the system's HDD enclosure. It shall not be acceptable to update software by changing ICs or downloading software from another computer.	_____	_____
4.1.14	All cables and hardware required for installation shall be supplied.	_____	_____
4.1.15	Each digital in-car video system shall be capable of interfacing with the City of Greenville's existing Kustom Signals traffic radar units. Target and patrol speeds shall be displayed on the monitor, and recorded on the digital media simultaneously with the video being recorded by the camera.	_____	_____
4.1.16	Any modifications made to Kustom radar units to interface with the video system shall be approved by Kustom Signals. A statement from Kustom Signals must accompany all bid responses stating that the modifications have been approved, and shall not affect the radar's warranty (if applicable), re-certification, and the department's ability to support the modifications in court.	_____	_____
4.1.18	The video system shall be capable of interfacing with a GPS system to record GPS coordinates/vehicle location on the video and to control the system's internal clock, ensuring that multiple system clocks are consistent.	_____	_____
4.1.19	If equipped with GPS, the system shall also be capable of displaying the patrol vehicle's speed, establish a threshold speed that if met will activate the recorder, and display the direction the patrol vehicle is traveling.	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
<b>4.2.0</b>	<b>Compact Color CCD Camera</b>		
4.2.1	The 1/4" format color zoom CCD camera shall not be subject to burn in, introduction of geometric distortion, not be affected by magnetic fields, and shall be highly resistant to damage from vibration and shock.	_____	_____
4.2.2	The camera shall resist nighttime blooming and smearing from light sources.	_____	_____
4.2.3	The camera shall operate on 12 VDC, and offer a minimum of 500 lines horizontal resolution.	_____	_____
4.2.4	The camera shall offer a minimum illumination of 0.7 lux.	_____	_____
4.2.5	The camera shall operate in temperatures from 14°F to 122°F. (-10°C to 50°C).	_____	_____
4.2.6	The camera shall incorporate a motorized 10X optical zoom lens.	_____	_____
4.2.7	The camera shall include an auto iris lens to automatically adjust for varying light levels from day to night.	_____	_____
4.2.8	The camera shall include the following controls:	_____	_____
4.2.8.1	Telephoto (zoom lens)	_____	_____
4.2.8.2	Wide (retract lens)	_____	_____
4.2.8.3	Auto Focus (on/off)	_____	_____
4.2.8.4	Backlight Compensation (on/off)	_____	_____
4.2.8.5	Auto Zoom One button press zooms the lens to a programmable telephoto position, pauses, then returns to a programmable wide angle position.	_____	_____
4.2.8.6	Menu (Auto Zoom positions)	_____	_____
4.2.9	The camera shall provide a horizontal field of view of at least 19 feet at a distance of 20 feet from the camera.	_____	_____
4.2.10	The camera shall offer auto white balance.	_____	_____
4.2.11	The camera shall offer a S/N ratio of better than 50dB.	_____	_____
4.2.12	The camera's dimensions (including lens) shall not exceed 2.0" x 2.0" x 4.0" w/h/d (5.1 x 5.1 x 10.2 cm w/h/d)	_____	_____
4.2.13	The camera module shall weigh no more than 0.55 lb. (250g).	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
4.2.14	The camera shall include a record/mic status indicator. This indicator shall consist of an LED built in to the front of the camera's housing to indicate to an officer outside the vehicle that the recorder is recording, and that audio from the wireless transmitter is being received.	_____	_____
4.2.15	The camera shall be mounted with a heavy-duty spring-pivot mount. The mount shall have a spring loaded dual-ball mount that shall allow the camera to be positioned easily and secured in place without the use of tools.	_____	_____
4.2.16	The system shall support the use of two cameras. The second camera shall either be another color zoom camera or a miniature black and white camera.	_____	_____
4.2.17	The black and white camera shall include a fixed-focus wide-angle lens sufficient to cover the back seat area. The camera shall also include an array of infrared LEDs to allow the camera to record back-seat-suspect activities in darkness. The LED array shall be turned on and off automatically with the selection of the camera, and be capable of illuminating the entire back seat area of a patrol car. No adjustment of this camera shall be required.	_____	_____

		We Comply	
		<u>Yes</u>	<u>No</u>
<b>4.3.0</b>	<b>Video Compression and Recording – Removable Hard Drive</b>		
4.3.1	The digital video system shall record to a 2.5” automotive-grade hard disk drive (HDD). The drive shall be housed in a compact enclosure that is capable of mounting in the vehicle’s center console. A key shall be required to insert and remove the drive.	_____	_____
4.3.2	The system shall provide a positive feedback loop from the HDD to the controller to accurately indicate the system’s operational condition to the user.	_____	_____
4.3.3	The system shall offer MPEG1, MPEG2, and MPEG4 compression schemes. Compression shall be user selectable through the system’s set-up menu to allow the department to easily change the compression used without assistance from the manufacturer. Windows 2000 and XP-compatible software shall be included with the system to allow recordings from the system to be played on any PC with Windows Media Player, version 9.0 or higher.	_____	_____
4.3.4	Video shall be recorded at 30 frames per second. MPEG1 frames shall contain 352H x 240V pixels. MPEG2 and MPEG4 frames shall contain 720H x 480V pixels.	_____	_____
4.3.5	Each compression scheme shall offer three user-selectable recording rates to allow the department to make their own record-quality/storage-requirement selection.	_____	_____
4.3.6	The recording rates for MPEG2 and MPEG4 shall be automatically variable to further enhance the quality/storage relationship. When little movement occurs from frame to frame, the recording rate shall be at the low end of the recording-rate-range to conserve disc space. When movement increases, the recording rate shall automatically increase as well to effectively document that movement.	_____	_____
4.3.7	The following record times shall be achievable on a 40 GB removable HDD using MPEG1: Good Recording Rate – 88 hours Better Recording Rate – 44 hours Best Recording Rate – 22 hours	_____	_____
4.3.8	The following record times shall be achievable on a 40 GB removable HDD using MPEG2 (assuming the highest rates): Good Recording Rate – 23 hours Better Recording Rate – 17 hours Best Recording Rate – 12 hours	_____	_____
4.3.9	The following record times shall be achievable on a 40 GB removable HDD using MPEG4 (assuming the highest rates): Good Recording Rate – 44 hours Better Recording Rate – 29 hours Best Recording Rate – 22 hours	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
4.3.10	The system shall include a buffer memory for pre-event recording. This buffer shall be programmable through the system's Set-Up Menu to be capable of capturing up to 3 minutes of video prior to the recorder being activated.	_____	_____
4.3.11	The system shall continue to record live video to the buffer memory even during playback.	_____	_____
4.3.12	The system shall include a 10/100 Ethernet port for automated file transfer.	_____	_____
4.3.13	The removable HDD dimensions shall not exceed 3 3/16" x 3/4" x 5 1/4" w/h/d (80 x 17 x 134 mm w/h/d).	_____	_____
4.3.14	The removable HDD shall weigh no more than 11 oz. (312 grams).	_____	_____
4.3.15	The removable HDD shall offer an operating temperature range of -22°F to 185°F (-30°C to 85°C).	_____	_____
4.3.16	The removable HDD shall be capable of withstanding 900 Gs non-operating shock and 300 Gs operating shock.	_____	_____
4.3.17	The removable HDD shall offer data transfer rates of up to 150 Mbytes per second.	_____	_____
4.3.18	The system shall include the ability to record two audio tracks simultaneously with the video signal.	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
<b>4.4.0</b>	<b>Controller</b>		
4.4.1	All DVR controls shall be housed in a compact enclosure that is capable of mounting in the vehicle's center console.	_____	_____
4.4.2	All controls shall be identified with back lighted legends for nighttime operation.	_____	_____
4.4.3	LED displays shall indicate:		
4.4.3.1	Record	_____	_____
4.4.3.2	Camera Selection	_____	_____
4.4.3.3	In-Car Mic Status	_____	_____
4.4.4	The Control Center shall provide audible feedback (beeps) when the system is turned on, when the recorder starts recording, when a low voltage condition exists, and when the recording capacity on the media is low.	_____	_____
4.4.5	The Controller shall include a camera switch to support the use of a second camera.	_____	_____
4.4.6	The Controller shall support an optional miniature rear-facing black and white camera with infrared LED array. When the b&w camera is selected with the camera switch, the LED array shall automatically turn on. When switched back to the front-facing color zoom camera, the LED array will automatically switch off.	_____	_____
4.4.7	Controller features include:		
4.4.7.1	Power ON/OFF.	_____	_____
4.4.7.2	Record START/STOP.	_____	_____
4.4.7.3	Video Review: Play, Pause, Rewind, Fast Forward.	_____	_____
4.4.7.4	On-Screen Rewind and Fast Forward (Search).	_____	_____
4.4.7.5	In-Car Mic Switch.	_____	_____
4.4.7.6	Low Media/Media Full Warning - System shall provide audible and visible warnings as the recorded video reaches the media's capacity. The Lo Media LED shall begin to flash when 10 minutes of capacity remain, flash faster when 5 minutes remain. When the media is full, the Lo Media LED shall remain on without flashing.	_____	_____
4.4.7.8	The Controller shall require positive feedback from the recorder before indicating that a command has been activated. This feature shall ensure that the Controller shall not falsely indicate that the system is recording.	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
4.4.7.9	Record-Over Protection - The system shall automatically find a blank space on the media if the operator presses the Record button during/after playback or rewind. The Record button shall blink as the blank space is found. Once the system has confirmed it can and has started to record, the Record LED shall switch to a steady display.	_____	_____
4.4.8	The Controller shall include a Set-Up menu that shall include the following features/options:		
4.4.8.1	User Friendly Access – A dedicated Menu button shall be access the main menu. Menu access and entry shall not require a separate programmer or external device.	_____	_____
4.4.8.2	Limiting Menu Access - A method shall be available to limit access to the menu option.	_____	_____
4.4.8.3	Time and Date Generator - Records time on the media in hours, minutes and seconds.	_____	_____
4.4.8.4	Time/Date Change Recording - All changes to the set-up menu shall be recorded automatically. Changes shall not be possible without media in the recorder recording the change. This feature shall be incapable of being defeated by the operator.	_____	_____
4.4.8.5	Time and Date Position - The time and date shall be capable of being placed at the top or bottom of the screen.	_____	_____
4.4.8.6	Time and Date Format - Two time and date formats shall be available through the Set-Up Menu: MM/DD/YY and DD/MM/YY.	_____	_____
4.4.8.7	Flash Preference - The set-up menu shall allow the operator to set the display to flash every ½ second or to remain steady. Flashing the display prevents it from covering important details in the scene.	_____	_____
4.4.8.8	60 Character Generator - 3 lines of 20 characters per line shall be available for operator to insert descriptive identifier data.	_____	_____
4.4.8.9	Selectable Compression Scheme - Three compression schemes shall be available through the Set-Up Menu.	_____	_____
4.4.8.10	Selectable Recording Rates - Three recording rates shall be available for each compression scheme through the Set-Up Menu. A total of nine recording rates shall be available.	_____	_____
4.4.8.11	Audio Out Select - The set-up menu shall allow the operator to select audio from the wireless microphone, the in-car microphone, or both at the same time, to be heard over the system's monitor.	_____	_____



		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
4.4.8.12	Daylight Savings - The set-up menu shall allow the program to either automatically adjust the system's clock for Daylight Savings, or leave this feature off.	_____	_____
4.4.8.13	Software Version – The system's software versions can be accessed through the set-up menu.	_____	_____
4.4.9	The system shall allow partially used media to be inserted into the recorder without jeopardizing the previously recorded segments. The system shall not allow previously recorded segments to be recorded over.	_____	_____
4.4.10	The Controller shall provide a connector for a radar interface to compatible Kustom Signals radar showing target and patrol speeds to document tracking history. Operational messages shall also be recorded: RFI, Hold, Crystal Error, and Low Voltage. The video system shall be capable of directly communicating with Kustom Signals' Eagle series of radar products, without the use of a separate translator device.	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
<b>4.5.0</b>	<b>Rear View Mirror/Monitor</b>		
4.5.1	A high quality active matrix color LCD monitor shall be integrated into a rear view mirror that replaces the patrol vehicle's factory mirror. This mirror/monitor shall be used for focusing/aiming the camera and for file playback.	_____	_____
4.5.2	The monitor's screen size shall be no smaller than 3", and no larger than 4", measured diagonally.	_____	_____
4.5.3	Controls shall be included for power, volume and brightness. The monitor shall be capable of being turned off to allow the entire mirror to be used without affecting the operation of the rest of the system.	_____	_____
4.5.4	The mirror monitor shall include two speakers for audio playback. The total audio output of these speakers shall be no less than 1 watt.	_____	_____
4.5.5	Audio and video monitoring shall be possible whether or not the system is recording.	_____	_____
4.5.6	The monitor shall be capable of displaying:	_____	_____
4.5.6.1	Record Indicator	_____	_____
4.5.6.2	Time and Date	_____	_____
4.5.6.3	Three lines of identifier information	_____	_____
4.5.6.4	Emergency Lights Indicator (L)	_____	_____
4.5.6.5	Siren Indicator (S)	_____	_____
4.5.6.5	Microphone Reception Indicator (M)	_____	_____
4.5.6.7	Brake Use Indicator (B)	_____	_____
4.5.6.8	In Car Mic (I)	_____	_____
4.5.6.9	GPS coordinates, speed, direction, mark	_____	_____
4.5.6.10	Target and Patrol speeds from Kustom Signals' 2-pc. radar	_____	_____
4.5.7	Monitor Manufacturer and Model #	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
<b>4.6.0</b>	<b>High Performance Audio Transmitter/Receiver System</b>		
4.6.1	The audio system is compact and lightweight and offers FCC approved frequencies in the 900 MHz band.	_____	_____
4.6.2	The audio system shall employ Digital Spread Spectrum (DSS) technology to help ensure transmissions from the transmitter to the receiver remain private.	_____	_____
4.6.3	The audio system shall employ True Digital Audio to maximize audio quality technology and eliminate the white noise common in analog transmitters.	_____	_____
4.6.4	The audio system shall employ Digital Forward Error Correction to maximize the accuracy and range of the transmission and minimize dropouts.	_____	_____
4.6.5	The audio system shall employ Frequency Agile technology to help ensure interference-free transmissions. When interference is detected, the system shall automatically switch to a clear channel.	_____	_____
4.6.6	The audio system shall employ True Diversity Receivers. Diversity (two) receivers shall be included in each base station to minimize Multipath effects to help maximize audio quality and range.	_____	_____
4.6.7	The system shall provide an in-vehicle docking station. This station shall include the system's receivers and shall be capable of recharging the transmitter's battery.	_____	_____
4.6.8	Both the transmitter and docking station shall have the ability of sending simultaneous audio and data streams. The data stream shall be used to send status information between the transmitter and the docking station.	_____	_____
4.6.9	The transmitter shall program/sync its unique code into the docking station whenever it is placed in the docking station. Once programmed, the receiver shall only communicate with that transmitter. Any transmitter shall be capable of programming and being used with any docking station.	_____	_____
4.6.10	The transmitter shall include LEDs to indicate power, record status, low battery and charge status.	_____	_____
4.6.11	The transmitter shall include an LED Blackout mode to turn off the transmitter's LEDs for covert nighttime operation.	_____	_____
4.6.12	The transmitter shall include a lithium ion rechargeable battery. This battery shall provide 8-10 hours of ON time, and 80 hours of service in the standby mode.	_____	_____
4.6.13	Typical operating range (transmitter to receiver) shall be 1000 feet (305 m) minimum, line of site.	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
4.6.14	The docking station shall have the ability to automatically activate the transmitter whenever the video system receives a record command from the light bar, siren or record switch.	_____	_____
4.6.15	The docking station shall have the ability to automatically return the transmitter to its standby mode whenever the video system stops recording.	_____	_____
4.6.16	The transmitter shall have an Standby/On switch. The Standby position shall allow the transmitter to be activated by the docking station, while minimizing power consumption.	_____	_____
4.6.17	The transmitter shall be capable of being manually switched from On to Standby and back as desired without affecting the synchronization between the transmitter and docking station or the system's record status.	_____	_____
4.6.18	The officer shall have the ability to start the recorder from outside the car using the wireless transmitter.	_____	_____
4.6.19	The transmitter shall include a detachable mic cord with clip to allow the mic to be placed anywhere on the officer's uniform. A windscreen shall be provided with the microphone to reduce wind noise.	_____	_____
4.6.20	The transmitter shall include a built-in mic as an alternative to the mic cord or as a back-up should the mic cord become damaged.	_____	_____
4.6.21	The transmitter shall be capable of detecting a bad mic cord and automatically switching to the built-in mic to avoid missing audio.	_____	_____
4.6.22	The transmitter's antenna shall be built into the case. No external antenna shall be acceptable.	_____	_____
4.6.23	A hard wired in-car microphone shall be included to record conversations inside the patrol vehicle simultaneously with conversations recorded with the wireless mic.	_____	_____
4.6.23.1	When the in-car microphone is switched on, the monitor's speaker shall automatically be turned off. This shall prevent feedback and insure that recorded conversations will not be heard over the monitor's speaker.	_____	_____
4.6.23.2	When the in-car microphone is switched on, the main camera's Record/Mic LED shall automatically be turned off to draw less attention to the camera should it be turned around to record suspects in the patrol vehicle.	_____	_____
4.6.23.3	The in-car microphone shall not affect use of the officer's wireless microphone. Both audio sources shall be recorded simultaneously on separate audio tracks.	_____	_____
4.6.24	Microphone System Manufacturer and Model #	_____	_____

		<b>We Comply</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
<b>4.7.0</b>	<b>Operating Instructions and Specification Manual</b>		
4.7.1	A full and complete set of operating instructions shall be furnished by the contractor with each unit.	_____	_____
<b>4.8.0</b>	<b>Manufacturer's Quality Control and Testing</b>		
4.8.1	All electrical components utilized, including integrated circuits, shall be a high reliability commercial grade part.	_____	_____
4.8.2	Each individual electrical and electronic component is subjected to a complete quality control inspection. This is required before installation into printed circuit board or other sub-assembly.	_____	_____
4.8.3	All assembled printed circuit boards and sub-assemblies are thoroughly inspected and completely tested mechanically and electrically before being installed into the video system.	_____	_____
4.8.4	All printed circuit boards shall be glass epoxy, type FR4 or equivalent. Also all high-density circuit boards shall be the solder mask type.	_____	_____
4.8.5	All components dissipating power in excess of one watt and mounted directly against a circuit board shall have adequate heat sinks for circuit board protection. All electronic and electrical components shall only be utilized within their manufacturer's operating specifications, pertaining to voltage, current and heat dissipation characteristics.	_____	_____
4.8.6	Each complete video system shall be individually bench tested for all functions and test parameters.	_____	_____

		We Comply	
		<u>Yes</u>	<u>No</u>
<b>6.0.0</b>	<b>WARRANTY</b>		
6.1.0	The manufacturer shall fully guarantee his digital patrol car video systems to be free of defects in materials and workmanship for a period of one year from the date of delivery to the agency. This warranty shall not extend to finish, appearance items, or malfunction due to abuse, neglect, misuse, accidents, or operation under other than specified conditions.	_____	_____

## 7.0.0 SIGNATURE

With my signature, I am attesting to the accuracy of this response. When compliance for a specification is indicated, the proposed system meets the specification as written. We have included an explanation for every specification that we do not meet the spec as written. This includes areas where we assert to meet the functional intent of the specification, as well as all areas of non-compliance. If no exceptions are indicated, I attest that the proposed system meets the specifications in their entirety as written.

---

Company

---

Bid Number

---

Signature

---

Bid Due Date

---

Title

# CITY OF GREENVILLE

IFB 10-3263

## BID FORM

The undersigned, having carefully examined the specifications, terms and conditions for the equipment herein described, hereby agrees to sell and deliver to the City of Greenville the following:

Quantity	Description	Cost
----------	-------------	------

13 Each	Patrol Car Video System	\$_____each
---------	-------------------------	-------------

Mfg: \_\_\_\_\_

Model: \_\_\_\_\_

Other charges (please specify)

a. \_\_\_\_\_ \$\_\_\_\_\_

b. \_\_\_\_\_ \$\_\_\_\_\_

c. \_\_\_\_\_ \$\_\_\_\_\_

d. \_\_\_\_\_ \$\_\_\_\_\_

**Tax** \$\_\_\_\_\_

**GRAND TOTAL** \$\_\_\_\_\_

**GRAND TOTAL \$** \_\_\_\_\_  
(words)

In compliance with the invitation, and subject to all conditions thereof, the undersigned agrees:

- This bid, as stated, is opened for acceptance for a period of SIXTY (60) calendar days from the date of opening.
- To furnish any and/or all items as quoted, unless otherwise specified, within \_\_\_\_\_ calendar days after receipt of the Purchase Order/Contract.

\*Signature of Bidder=s Representative \_\_\_\_\_

**\*Bid will not be accepted** unless signed in ink (not typed) on the above line and in the appropriate space(s) by an authorized officer or employee of the bidder.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



Bidding Company\_\_\_\_\_

Mailing Address\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone\_\_\_\_\_ Fax\_\_\_\_\_

E-Mail\_\_\_\_\_

City of Greenville Business License Number \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### BID OPENING AND AWARD

Bids will be examined promptly after opening and each bid will be announced to all participating. It is not a practice to award any bid until the Purchasing Division and the interested Division have had ample time to review each Bid Proposal.

### PUBLIC RECORD

After an award is made, copies of the bids will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m. ET, Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

### TAXES

The City of Greenville pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates as are requested. All applicable taxes should be shown as separate line items on the bid form.

### PROPRIETARY INFORMATION

The respondents are asked for any restrictions on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable law, regulations and policy of the City. All proprietary information must be clearly marked as AProprietary@.

### BASIS OF BID AWARD

Award of bid shall be made to the responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use and service; the following criteria will be used in making this determination:

- \* Superior quality and specifications adherence
- \* Adequate maintenance and service
- \* Delivery date and/or completion time
- \* Guarantees and warranties
- \* Company's reputation and financial status
- \* Cost and past performance with similar or like equipment or service
- \* Anticipated future costs and experience
- \* Performance of bidder's equipment in hands of other agencies, plants, and firms.

### GUARANTEE WITH BID

To protect the interests of the City, the bidder guarantees that the equipment offered is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

### BID FORM

Each bidder must submit a Bid Proposal on the blank forms attached. The bidder shall sign his bid correctly. Bids not signed will be rejected. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.

All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of bids. Corrections shall be initialed in ink by the person signing the bid.

When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a Power of Attorney must be on file with the City of Greenville prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

### BID CHANGES

Bid amendments thereto or withdrawal request received after the time advertised for bid opening, will be void regardless of when they were mailed.

### USE OF BRAND NAMES

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective bidders the general style, type, character, and quality of equipment desired.

### USE OF BRAND NAMES IN THE BID

If the article bid upon has a trade or brand name, show same in the bid.

### SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from the specifications MUST be noted in detail and submitted in writing with this Bid. Complete specifications should be attached for any substitutions offered, or when amplifications are desired or necessary. The absence of the specifications deviation statement and accompanying specifications will hold the bidder strictly accountable to the specifications as written herein. Failure to submit this document of specifications deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name should be clearly shown on each document.

The specifications, as listed herein, represent our preference in equipment, however, the City is fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with those listed in our specifications, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of

equipment that only one manufacturer can submit a bid.

#### SPECIFICATIONS CHANGES AFTER BID AWARD

Any changes in specifications after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Division; otherwise, the responsibility for such changes shall be with the vendor.

#### SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS

All changes in specifications shall be in writing and furnished to ALL BIDDERS. Verbal information obtained otherwise will NOT be considered in awarding of bids.

#### TITLE TO EQUIPMENT

Title to equipment shall remain with the vendor/manufacturer until final acceptance of the equipment by the City.

It shall be the sole responsibility of the Vendor to deliver equipment in good condition. Any equipment damaged in shipping or delivery shall be the responsibility of the Vendor.

#### DELIVERY LOCATION

Delivery shall be made at the location shown below:

Greenville Police Department  
4 McGee Street  
Greenville, South Carolina 29601

Contractor shall be responsible for moving equipment into place; if local labor is required, the contractor shall coordinate and shall pay the cost(s).

Contractor shall provide a complete and detailed description of the City=s obligations regarding facility preparations for equipment set up and testing requirements. Also provide a complete description of any environmental conditions that set up and testing will require.

#### DELIVERY TIME

Unless otherwise stated, deliveries will be accepted between the hours of 9:00 a.m. and 4:00 p.m. ET, Monday through Friday excluding City=s holidays.

#### DELIVERY DATE

The delivery time as stated in the bid shall be the time required to deliver the completed item(s) after the receipt of the order or award of the contract. The bidder certifies that the delivery will be completed in the time stated, starting at the time the order is placed, provided that the time between the bid opening and the placing of the order does not exceed the number of days so stipulated in the Bid. The right is reserved by the City to reject any bid in which the delivery time

indicated is considered sufficient to delay the operation for which the commodity is intended.

### PRICING

Unit pricing will govern over extended prices unless otherwise stated. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as subcontractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices.

### CASH DISCOUNTS

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices must, however, be based upon payment in thirty (30) days. The cash discounts so stated will be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the time used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of origin. When final inspection and acceptance is at the point of destination, the date of delivery will be used.

### BID REJECTION OR PARTIAL ACCEPTANCE

The City reserves the right to reject any or all Bids. It further reserves the right to waive technicalities and formalities in bids as well as to accept in whole or in part such bid or bids where the City deems it advisable or necessary to protect the best interests of the City.

### OTHER CHARGES

Bid prices shall include as separate line items all freight (transportation) and preparation charges, applicable taxes, and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid of the item(s).

### INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be conducted by the following persons:  
Captain Mike Gambrell, Lieutenant Joe Browning Greenville Police Department

### PAYMENTS

The City does not normally make early or partial payment. Any requests for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in the bid. Such request will be given due

consideration in the awarding of the bid.

#### JURISDICTION

This agreement shall be governed by the laws of the State of South Carolina.

#### DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of an offeror to furnish the required services, and the offeror will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any offer if the evidence submitted by or investigation of such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein.

Bidders will fully inform themselves as to conditions, requirements, and specifications before submitting their bid. Failure to do so will be at the bidder=s own risk.

#### ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City.

#### INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the contractor or its employees. The City shall not withhold from the contract payment to the contractor for any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Worker=s Compensation, normally provided by the City for its employees.

#### INDEMNIFICATION

The contractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs - including court costs and attorney=s fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the contractor=s negligent performance or nonperformance of the terms of the contract, including delivery and unloading of supplies and/or equipment.

#### PROFESSIONAL LICENSING

Contractor shall secure and pay for licenses, permits, and/or certificates that may be necessary for proper execution and completion of the contract, and

which are legally required when bid proposals are received or negotiations concluded.

#### CITY OF GREENVILLE BUSINESS LICENSES

The Contractor must comply with the provisions of Title 6, Chapter 1 (Business Licenses) of the Greenville City Code. A Business License is not required to submit a bid. However, any firm that receives an award under this bid shall be required to obtain a City Business License before work can begin. For further information on the provisions of this chapter and its applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

#### MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the contractor agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

#### ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the bidder shall certify in writing and include with its bid proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The bidder shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

#### NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the bidder shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The City may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

#### NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Non-resident firms receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident firm must register with the South Carolina Secretary

of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a firm located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev. 09/10/02), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (800) 763-1295.

#### UNIFORM COMMERCIAL CODE

All sections of the Uniform Commercial Code which protect the buyer are hereby incorporated by reference in this contract.

#### BID SUBMISSION CHECKLIST

Responses to the Invitation for Bid shall include the documents and/or data listed below. Omission of any one may be reason for rejection of bid.

1. Specifications Checklist
2. Bid form, completed by an authorized company representative
3. All pricing and costing data as called for in the bid
4. Non-collusion Affidavit
5. Ethics in Public Contracting Affidavit
6. M/WBE Forms 5a and 5b
7. NonResident Taxpayer Registration Affidavit (If applicable)



**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- E. He/She is \_\_\_\_\_(title) of \_\_\_\_\_,  
(company/business) the Bidder that has submitted the attached Bid;
- F. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- G. Such Bid is genuine and is not a collusive or sham Bid;
- H. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
- I. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed)\_\_\_\_\_

\_\_\_\_\_  
(title)

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(signed)

My commission expires\_\_\_\_\_

## ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS NAME

BY: \_\_\_\_\_

ITS: \_\_\_\_\_  
(title)

SWORN to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_

Notary Public for \_\_\_\_\_(state)

\_\_\_\_\_  
(signed)

My commission expires \_\_\_\_\_)





STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 10/5/07)  
3323

**Mail to: The company or individual you are contracting with.**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

2. Trade Name, if applicable (Doing Business As):  
\_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Employer Identification Number (FEI): \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Beneficiary of Trusts and Estates:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- ☐ The South Carolina Secretary of State or  
☐ The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_ Date

If Corporate officer, state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

**INFORMATION**  
**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

**Submit this form to the company or individual you are contracting with.**

**Do not submit this form to South Carolina Department of Revenue.**

**PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: **[www.sctax.org](http://www.sctax.org)**

**City of Greenville**  
**Identification of M/WBE Participation (OMB Form 5A)**

I, \_\_\_\_\_  
(Name of Bidder/Proposer)

do hereby certify that on this project, we will use the following M/WBEs as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	* Minority Category

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

The total value of M/WBE contracting will be (\$)\_\_\_\_\_.

**City of Greenville M/WBE Program  
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of \_\_\_\_\_  
(Name of Bidder/Proposer)

**I have made a good faith effort to comply under the following areas checked:**

- ☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- ☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- ☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- ☐ Attended prebid meetings scheduled by the City.
- ☐ Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- ☐ Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

**The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.**

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_